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EXAMINER

BOYCE, ANDRE D

ART UNIT	PAPER NUMBER
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3623

DATE MAILED: 12/14/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/764,178

Applicant(s)

WHITESAGE, MICHAEL D.

Examiner

Andre Boyce

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 17 January 2001.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-54 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-54 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 17 January 2001 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- ☒ Notice of References Cited (PTO-892)
- ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- ☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date 6/18/01.
- ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____.
- ☐ Notice of Informal Patent Application (PTO-152)
- ☐ Other: _____.

DETAILED ACTION

1. Claims 1-54 have been examined.

Specification

2. The abstract of the disclosure is objected to because it is longer than 150 words. Correction is required. See MPEP § 608.01(b).

Claim Rejections - 35 USC § 112

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4. Claims 46-51 rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 46 is rendered vague and indefinite, since the claim includes system and method language, thereby covering two statutory classes of inventions. Claims 47-51 are rejected since they depend from claim 46.

Claim Rejections - 35 USC § 102

5. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of

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an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

6. Claims 1-9, 15-18, 20, 31-48, and 50-54 are rejected under 35 U.S.C. 102(e) as being anticipated by Webber, Jr. (USPN 6,167,378).

As per claim 1, Webber, Jr. discloses a method of managing purchasing contracts between supplier entities and customer entities for the purchase of products (e.g., digital automation of the supply chain, including a transaction between a buyer and a seller in the form of a contract, column 5, lines 30-38), said method comprising the steps of: generating at least one purchasing contract between at least one supplier entity and at least one customer entity (e.g., contract between buyer and seller), the purchasing contract being applicable to one or more contracted purchasing transactions effected (e.g., generation and computation of transactional data related to the contract, column 6, lines 37-42), at least partially, through a computerized system (communications and activities platform, CAP 260, figure 2), said generating step including defining one or more contract terms, each contract term having one or more term attributes (contract terms and conditions, that specify activities required to fulfill the obligations, column 6, lines 30-36), and storing a term data set of the term attributes associated with each contract term in one or more computer databases (e.g., terms and functions of the contracts identified by a standard or common identifier and stored in database 295, column 9, lines 34-39); collecting sets of transaction data relating to one or more purchasing transactions; storing the transaction data sets in one or more computer databases (e.g., chain of transactions for each requested product stored in contracts database 295, column 9,

lines 19-20); identifying one or more sets of transaction data as a contract transaction data set for a contract transaction identifiable with a contract term (e.g., terms and conditions required by the parties involved in each transaction within the contract, column 9, lines 25-31); and generating a collection of contract transaction data sets by associating the transaction data set of each identified contract transaction with each term data set of a contract term with which the transaction is identified (e.g., contract includes an entity identifier associated with some or all of the parties contractually linked to the transaction, column 9, lines 7-9).

As per claim 2, Webber, Jr. discloses measuring the performance of a contract term, whereby the computer program inputs data from one more of the contract transaction data sets associated with the contract term (e.g., a transaction within the supply chain generates fulfillment obligations associated with contract terms for a particular entity, column 10, lines 3-7).

As per claim 3, Webber, Jr. discloses the step of executing a computer program to identify one or more of the purchasing transactions as a contract transaction by selecting at least a portion of the transaction data for a purchasing transaction and comparing the selected portion with the term attributes set for a contract term, whereby the transaction is identified as a contract transaction when the selected portion is identified with one or more of the term attributes (e.g., contracts of entities within the supply chain for a particular transaction are preferably linked, column 10, lines 8-10).

As per claim 4, Webber, Jr. discloses the supplier entity and the customer entity have, associated therewith, one or more entity attributes, said method further comprising the steps of: specifying one or more entity data representing each of the entity attributes or a combination thereof; and including the entity data in each term data set such that the contract transaction data set includes entity data (e.g., the contract includes an entity identifier associated with the parties linked to the transaction, column 9, lines 7-9).

As per claim 5, Webber, Jr. discloses specifying entity data representing an entity attribute from the group of entity attributes consisting of: customer entity organization information, designated customer employee contact information, supplier entity organization information, designated supplier employee contact information, and combinations thereof (e.g., departments and divisions within one entity, column 10, lines 10-12).

As per claim 6, Webber, Jr. discloses selecting one or more term attributes from the group of term attributes consisting of: supplier entity identifiers, customer entity identifiers, contract identifiers, contract term identifiers, term performance rules, term discount, term requirements, and combinations thereof (e.g., entity identifier associated with buyer/seller in the contract, column 9, lines 7-9)

As per claim 7, Webber, Jr. discloses for each contract, specifying entity data including supplier entity data designating one or more individuals associated with the contract for the supplier entity, and customer entity data designating one or more individuals associated with the contract for the customer entity; and associating the

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entity data with each of the contract terms for the contract such that the contract transaction data sets generated include the entity data (e.g., contracts for the respective entities are linked to the requesting supplier and buyer and other entities, as required by transaction, column 10, lines 1-3).

As per claim 8, Webber, Jr. discloses generating a contract transaction data set including a supplier entity identifier, a customer entity identifier (supply and buyer entity identifiers, column 9, lines 7-9), a contract identifier, and a contract term identifier (terms and functions identified with a common or standard identifier, column 6, lines 54-57).

As per claim 9, Webber, Jr. discloses receiving, at one or more client stations, transaction data relating to a partial purchase transaction, wherein the partial purchase transaction embodies less than a whole portion of a predetermined individualized transaction for a product (e.g., links in a chain of transactions, wherein an event triggers computation of transactional data, column 7, lines 9-20); deriving an individualized transaction from one or more partial purchasing transactions, the individualized transactions being associated with an individualized transaction data set; and storing the transaction data set for the individualized transaction in one or more computer databases (e.g., events that trigger activity, wherein the events that make up the transaction trigger links to the contract system and database 295, column 7, lines 21-25).

As per claim 15, Webber, Jr. discloses receiving transaction data in a plurality of data formats (e.g., reports of transactions in various formats, column 12, lines 36-39)

and storing the received transaction data in accordance with a common format (CAP system are generated into digital format to be stored, column 14, lines 19-22).

As per claim 16, Webber, Jr. discloses storing data representing transaction attributes from the group of transaction attributes consisting of count of product units, cost of product, product code, customer entity code, supplier entity code including product originator and product distributor, and combinations thereof (e.g., sellers collect sales data and transmit into CAP (product, price, amount), column 8, lines 10-12).

As per claims 17 and 35, Webber, Jr. discloses providing an ancillary database containing data representing product attributes of each of a supplier's products, whereby individual transaction for a single product are identifiable with one or more product attributes (e.g., each contract initiated in CAP is assigned a product/service identifier that is unique to a product or service, column 9, lines 5-7); receiving, at a client station, parent transaction data relating to a parent purchase transaction, wherein the parent transaction embodies one or more individualized transactions (i.e., commercial transaction, wherein all the contracts of all the entities within the supply chain are linked together, column 10, lines 8-10); deriving one or more individualized transactions (i.e., trigger event/transaction) from the parent transaction by executing a computer program to compare at least a portion of each parent transaction data with the product attributes stored in the ancillary database (e.g., contracts of distinct entities are linked together by use of product/transaction identifiers, column 10, lines 12-14), defining an individualized transaction with each

of the identified products, each of the individualized transactions being associated with one or more of the transaction data set; and storing each transaction data set for each individualized transaction in one or more computer databases (contracts database 295).

As per claim 18, Webber, Jr. discloses electronically marking each identified transaction data set with a unique contract term code and one or more entity codes specifying one or more of the supplier entity and the customer entity (e.g., entity identifier associated with some or all of the parties linked to the transaction, column 9, lines 7-9).

As per claim 20, Webber, Jr. discloses generating a transaction database for storing the collected transaction data sets in a common format (e.g., transaction reports automatically generated in digital format, column 14, lines 19-22); generating a term database for storing the contract term attributes sets (e.g., terms and conditions contained in contract); generating an entity database for storing data relating to supplier entities and customer entities (e.g., supplier/buyers in supply chain); generating an entity contacts database for storing data relating to information on individuals designated to a contract at supplier entities and individuals designated to a contract at customer entities (e.g., departments and divisions within the entity, column 10, lines 10-12), and generating a term performance database for storing measured term performance data (i.e., fulfillment of obligation, wherein fulfillment of requests at each level of the transaction is activated based on triggering events, column 9, lines 53-56); whereby each of the databases are computer databases

interconnected to one or more data processing means (computing module 262 and databases, figure 2).

As per claim 31, Webber, Jr. discloses generating a purchasing contract between at least one supplier entity and at least one customer entity, the purchasing contract being applicable to one or more contracted purchasing transactions effected (e.g., digital automation of the supply chain, including a transaction between a buyer and a seller in the form of a contract, column 5, lines 30-38), at least partially, through a computerized system, said generating step including identifying one or more contract attributes associated with the contract, including one or more contract terms, each contract term having associated therewith a measurable performance parameter wherein the value of the performance parameter is dependent (e.g. contract terms and conditions required by parties, including fulfillment of obligations, column 9, lines 25-27), at least in part, on the occurrence of one or more contracted transactions, and storing the contract attributes including the contract terms in one or more databases (database 295), collecting transaction data relating to one or more purchasing transactions, the collected transaction data including data representing one or more transaction attributes associated with each purchasing transaction (e.g., commercial transaction including all the contracts of all the entities within the supply chain, column 10, lines 8-10), executing a computer program to identify one or more of the purchasing transactions as a contract transaction by selecting one or more of the transaction attributes and comparing the selected attributes with the contract attributes (e.g., events that trigger the transactional activity within the supply chain

that links the contractual parties, column 7, lines 61-63), whereby a contract transaction is identified when a predetermined one or more of the selected attributes are identifiable with one or more of the contract attributes (e.g., events that trigger the transaction); and executing a computer program to measure the performance of a contract term using, as input data, transaction attributes of one or more contract transactions (e.g., fulfillment of the contractual obligations).

As per claim 32, Webber, Jr. discloses storing the collected transaction data for each transaction as a transaction data set; and storing the transaction data sets in a transaction database in accordance with a common format (e.g., chain of transactions for each requested product stored in contracts database 295, column 9, lines 19-20).

As per claim 33, Webber, Jr. discloses providing a term performance rule for determining the fulfillment of each contract term, and storing the term rule in one or more computer databases (e.g., fulfillment data calculated according to terms within ratified contract, column 10, lines 25-30), and wherein the step of executing a program to measure contract term performance includes generating a current term performance value and comparing the performance value with a term performance rule (e.g., fulfillment data also derived from comparison to standard contractual terms and rules, column 10, lines 25-30).

As per claim 34, Webber, Jr. discloses selecting data representing one or more transaction attributes selected from the group of transaction attributes consisting of: product code, product cost (e.g., sellers collected sales data, including product,

price, and amount, column 8, lines 10-12), transaction time, transaction date, seller identifier, computed share, and combinations thereof.

As per claim 36, Webber, Jr. discloses selecting, for the storing step, one or more contract term attributes from the group of term attributes consisting of: term discount, term discount method, term date range, term performance rules, term identifier (e.g., contract fulfillment instructions, including terms and rules, column 10, lines 30-32) , authorized distributors, distributor commission, and combinations thereof.

As per claim 37, Webber, Jr. discloses defining a contract term identifier for each contract term; and for each identified contracted transaction, associating the transaction data set with the contract term identifier with which the contract transaction is identified, whereby the associated transaction data set and the contract term identifier constitute a contract transaction data set (e.g., terms and functions identified with a common or standard identifier, column 6, lines 54-57).

As per claim 38, Webber, Jr. discloses using, as input, data from accessing each of the contracted transaction data sets associated with the contract term (e.g., fulfillment data calculated according to terms within the contract, column 10, lines 25-30).

As per claim 39, Webber, Jr. discloses selecting, for the measuring step, a performance value from the group of performance values consisting of: total product count (sellers data including product price and amount, column 8, lines 8-12), total cost, supplier share, unit cost, and combinations thereof; and wherein the step of

storing contract attributes includes storing a set of contract term attributes for each contract term (e.g., terms and conditions required by the parties in connection with the respective obligations, column 9, lines 25-27), and wherein each of the at least one supplier entity and the at least one customer entity have, associated therewith, one or more entity attributes (e.g., supply chain composed of a number of entities, or departments and divisions within one entity, column 10, lines 10-12), said method further comprising the steps of: specifying one or more entity data representing each of the entity attributes or a combination thereof; and including the entity data in each term attributes set such that the contract transaction data set includes entity data (e.g., contract includes an entity identifier associated with the parties contractually linked to the transaction, column 9, lines 7-9).

As per claim 40, Webber, Jr. discloses a method of managing a purchasing contract between a supplier entity for a common carrier and a customer entity, the contract being applicable to one or more contracted ticketing transactions, each of the ticketing transactions being associated with a ticket unit (i.e., receipt of a buyer's purchase order (PO), that initiates the transaction, wherein the PO is a ticket unit associated with the transaction, column 7, lines 1-4), said method comprising the steps of: generating a purchasing contract between at least one supplier entity and one customer entity, including identifying one or more contract terms, each contract term having one or more term attributes, and storing the term attributes associated with each contract term as a term data set in one or more computer databases (e.g., digital automation of the supply chain, including a transaction between a buyer and a

seller in the form of a contract, column 5, lines 30-38), collecting transaction data for one or more ticketing transactions from a plurality of data sources; storing a set of transaction data for each ticketing transaction in one or more computer databases and in accordance with a common format (e.g., generation and computation of transactional data related to the contract, column 6, lines 37-42); executing a computer program to identify one or more of the ticketing transactions as a contracted ticketing transaction by selecting at least a portion of the transaction data set for a transaction and comparing the selected portion with the term data set for a contract term (e.g., events that trigger the transactional activity within the supply chain that links the contractual parties, column 7, lines 61-63), whereby the transaction is identified as a contracted ticketing transaction upon identifying the selected portion with a portion of the term data set (e.g., events that trigger the transaction); and electronically marking each identified transaction data set with a unique code associated with the contract term (e.g., contract includes an entity identifier associated with some or all of the parties contractually linked to the transaction, column 9, lines 7-9); and executing a computer program to measure the performance of the contract term using, as input, at least a portion of the transaction data set for each identified contracted ticketing transaction (e.g., terms and conditions required by the parties in connection with their respective obligations, column 9, lines 25-27).

Claims 41-45 are rejected based upon the rejection of claims 17, (1&2), (5&7), 6, and 16, respectively, since they contain the same limitations therein. Further, Webber, Jr. discloses ticketing transactions, as seen in the rejection of claim 40.

As per claim 46, Webber, Jr. discloses a computerized method for creating contract transaction data sets usable with the system (e.g., contract containing instructions for the generation of transactional data, column 6, lines 37-40), said method comprising the steps of: defining a contract having one or more contract terms, each of the contract terms having a set of term attributes associated therewith (contract terms and conditions, that specify activities required to fulfill the obligations, column 6, lines 30-36), including a criteria for identifying transactions applicable to the contract term (e.g. terms and conditions required by the parties, wherein the contract includes an entity identifier associated with the parties, column 9, lines 7-9 and 25-27); storing each of the sets of term attributes as a term data set in one or more databases (database 295); collecting transaction data sets, each transaction data set relating to a purchasing transaction (e.g., chain of transactions in a supply chain purchase transaction), and storing the transaction data set for each purchasing transaction in one or more databases (database 295); executing a computer program to identify one or more of the purchase transactions with one or more contract terms by selecting at least a portion of the transaction data set associated with each purchase transaction and comparing the selected portion of the transaction data set with at least a portion of the term data set associated with the contract term (e.g., events that trigger the transactional activity within the supply

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chain that links the contractual parties, column 7, lines 61-63), whereby a contract transaction is identified when a predetermined portion of the selected transaction data set is identified with the portion of the term data set (e.g., events that trigger the transaction); and associating at least a portion of the term data set with each identified transaction data set to generate a collection of contract transaction data sets (e.g., contract includes an entity identifier associated with some or all of the parties contractually linked to the transaction, column 9, lines 7-9).

Claims 47, 48, 50, and 51 are rejected based upon the rejection of claims 7, 18, 15, and 16, respectively, since they contain the same limitations therein.

Claims 52-54 are rejected based upon the rejection of claims 1, 15, 17, and 18, since they are the system claims, corresponding to the method claims.

Claim Rejections - 35 USC § 103

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. Claims 10-14, 21-28, and 30 are rejected under 35 U.S.C. 103(a) as being unpatentable over Webber, Jr. (USPN 6,167,378), in view of Lidow (US 2002/0184084).

As per claim 10, Webber, Jr. discloses collecting historical transaction data sets representing purchasing transactions by the customer entity (stored point of sale

(POS) data; identifying a proposed contract term having a set of one or more term attributes (e.g. contract terms and conditions required by parties, including fulfillment of obligations, column 9, lines 25-27); and identifying historical transaction data sets applicable to the proposed contract term by comparing contract term attributes with at least a portion of each historical transaction data set (e.g., fulfillment obligations determined based on a combination of stored POS data and terms and rules associated with the product/service, column 10, lines 32-35). Webber, Jr. does not disclose qualifying one or more contract terms by, forecasting the performance of the proposed contract term using, as input, at least a portion of each identified historical transaction data set, and qualifying the proposed contract term based, at least partly, on the forecasted performance, assigning the contract term to a proposed contract; and evaluating the proposed contract with one or more of qualified contract terms. Lidow discloses reviewing the customer forecasts (wherein the forecast term is quantity), for consistency with contractual agreements and prior forecasts, wherein forecasts are accumulated and filtration systems review the demands in order to minimize demand volatility (§ 0132). Both Webber, Jr. and Lidow are concerned with effective supply chain planning, therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to include forecasting the performance of the proposed contract term in Webber, Jr., as seen in Lidow, as an effective means of minimizing demand volatility, by qualifying the forecasting, thus making the Webber, Jr. system more robust.

As per claim 11, Webber, Jr. discloses collecting historical transaction data from a plurality of distinct sources (i.e., plurality of POS sources).

As per claim 12, Webber, Jr. discloses collecting historical transaction data in a plurality of data formats and converting each of the collected transaction data into historical transaction datasets in accordance with a common format (e.g., conventional transaction reports can be automatically generated into digital form, column 14, lines 19-22).

As per claim 13, Webber, Jr. does not disclose designating the proposed contract term as qualified if the forecasted performance satisfies a predetermined performance criteria. Lidow discloses reviewing the customer forecasts (wherein the forecast term is quantity), for consistency with contractual agreements and prior forecasts (i.e., predetermined performance criteria, ¶ 0132). Both Webber, Jr. and Lidow are concerned with effective supply chain planning, therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to include designating the proposed contract term as qualified in Webber, Jr., as seen in Lidow, as an effective means of minimizing demand volatility, by qualifying the forecasting, thus making the Webber, Jr. system more robust.

As per claim 14, Webber, Jr. discloses storing a plurality of proposed contract terms including one or more term performance rules (e.g., fulfillment obligations, determined by terms and rules, column 10, lines 32-35) for each proposed term. Webber, Jr. does not disclose wherein the step of qualifying a proposed contract term includes comparing the forecasted performance with a term performance rule.

Lidow discloses reviewing the customer forecasts (wherein the forecast term is quantity), for consistency with contractual agreements and prior forecasts (i.e., predetermined performance criteria, ¶ 0132). Both Webber, Jr. and Lidow are concerned with effective supply chain planning, therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to include designating the proposed contract term as qualified in Webber, Jr., as seen in Lidow, as an effective means of minimizing demand volatility, by qualifying the forecasting, thus making the Webber, Jr. system more robust.

Claims 21-24 are rejected based upon the rejection of claims 10, 14, and 12, respectively, since they contain the same limitations therein.

As per claim 25, Webber, Jr. discloses individualizing each of the collected transaction data, including executing data processing means to convert each transaction data set to one or more individualized transaction data sets, whereby each individualized transaction data set is associated with a single predetermined product (e.g., contracts for a chain of individualized transactions are stored for each requested product, column 9, lines 19-20).

Claims 26-28 are rejected based upon the rejection of claims 17 and 18, as seen above, since they contain the same limitations, therein.

As per claim 30, Webber, Jr. discloses creating a common format characterized by a single line of transaction data (template fields in digital contract, column 8, lines 20-24), and wherein the transaction data set represent information selected from the group of historical purchasing information consisting of: product description, count,

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cost, date, time, salesperson, computed share applicable to supplier entity, and combinations thereof (e.g., stored POS data 285, including product, price, and amount, figure 2 and column 8, lines 10-12).

9. Claims 19, 29, and 49 are rejected under 35 U.S.C. 103(a) as being unpatentable over Webber, Jr. (USPN 6,167,378), in view of Ben-Meir et al (US 2003/0014326).

As per claims 19, 29, and 49, Webber, Jr. does not disclose storing an SQL statement that describes each term and wherein the marking step includes generating an SQL statement to match transaction data sets with a contract term. Ben-Meir et al disclose a system, which supports buyer and vendors in the process of selecting business partners and managing relationships (§ 0010), including a relational database 50 that includes SQL language (§ 0025). Further, Ben-Meir et al disclose storing contract and information in the database, in order to sort, analyze, and/or reuse, based upon the need (§ 0094). Both Webber, Jr. and Ben-Meir et al are concerned with effective buyer and vendor relationships and purchasing efficiency, therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to include SQL language in database 295 in Webber, Jr., as seen in Ben-Meir et al, as an effective means of database management via sort and analysis, thereby making the Webber, Jr. system more robust.

Conclusion

10. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

-McLauchlin et al (US 2001/0011222) disclose procurement data provided to various users of a system.

-Owens et al (USPN 6236984) disclose managing contract negotiation.

-Balaban et al (USPN 6338071) disclose storing information regarding the terms of one or more contracts.

11. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Andre Boyce whose telephone number is (703) 305-1867. The examiner can normally be reached on 9:30-6pm M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq Hafiz can be reached on (703) 305-9643. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).



adb
December 10, 2004



TARIQ R. HAFIZ
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600